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CLOUDFLARE, INC.

8 UNITED STATES DISTRICT COURT  
9  
10 NORTHERN DISTRICT OF CALIFORNIA

11 EUGENIU TURUTA and RADU TURUTA,

12 Plaintiffs,

13 v.

14 CLOUDFLARE, INC., a Delaware  
corporation, and DOES 1 through 30,  
15 inclusive,

16 Defendants.

Case No. 3:24-cv-04244

**STIPULATED PROTECTIVE ORDER**

Assigned to  
Hon. Araceli Martinez-Olguin

[Complaint Filed: 06/04/2024]

17  
18 **1. PURPOSES AND LIMITATIONS**

19 Disclosure and discovery activity in this action are likely to involve production of  
20 confidential, proprietary, or private information for which special protection from public  
21 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
22 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated  
23 Protective Order. The parties acknowledge that this Order does not confer blanket protections on  
24 all disclosures or responses to discovery and that the protection it affords from public disclosure  
25 and use extends only to the limited information or items that are entitled to confidential treatment  
26 under the applicable legal principles. The parties further acknowledge that this Stipulated  
27 Protective Order does not entitle them to file confidential information under seal; Civil Local Rule  
28

79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

## 2. DEFINITIONS

2.1. Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2. “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3. Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4. Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.5. Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.6. Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action.

2.7. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.8. “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items: extremely sensitive “Confidential Information or Items” representing computer code and associated comments and revision histories, formulas, engineering specifications, or schematics that define or otherwise describe in detail the algorithms or structure of software or hardware designs, disclosure

1 of which to another Party or Non-Party would create a substantial risk of serious harm that could  
2 not be avoided by less restrictive means.

3 2.9. House Counsel: attorneys who are employees of a party to this action. House  
4 Counsel does not include Outside Counsel of Record or any other outside counsel.

5 2.10. Non-Party: any natural person, partnership, corporation, association, or other legal  
6 entity not named as a Party to this action.

7 2.11. Outside Counsel of Record: attorneys who are not employees of a party to this  
8 action but are retained to represent or advise a party to this action and have appeared in this action  
9 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

10 2.12. Party: any party to this action, including all of its officers, directors, employees,  
11 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

12 2.13. Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
13 Material in this action.

14 2.14. Professional Vendors: persons or entities that provide litigation support services  
15 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
16 organizing, storing, or retrieving data in any form or medium) and their employees and  
17 subcontractors.

18 2.15. Protected Material: any Disclosure or Discovery Material that is designated as  
19 “CONFIDENTIAL.”

20 2.16. Receiving Party: a Party that receives Disclosure or Discovery Material from a  
21 Producing Party.

### 22 **3. SCOPE**

23 The protections conferred by this Stipulation and Order cover not only Protected Material  
24 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)  
25 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
26 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
27 However, the protections conferred by this Stipulation and Order do not cover the following  
28 information: (a) any information that is in the public domain at the time of disclosure to a

1 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a  
2 result of publication not involving a violation of this Order, including becoming part of the public  
3 record through trial or otherwise; and (b) any information known to the Receiving Party prior to  
4 the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained  
5 the information lawfully and under no obligation of confidentiality to the Designating Party. Any  
6 use of Protected Material at trial shall be governed by a separate agreement or order.

7 **4. DURATION**

8 Even after final disposition of this litigation, the confidentiality obligations imposed by this  
9 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
10 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims  
11 and defenses in this action, with or without prejudice; and (2) final judgment herein after the  
12 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
13 including the time limits for filing any motions or applications for extension of time pursuant to  
14 applicable law.

15 **5. DESIGNATING PROTECTED MATERIAL**

16 5.1. Exercise of Restraint and Care in Designating Material for Protection. Each Party  
17 or Non-Party that designates information or items for protection under this Order must take care to  
18 limit any such designation to specific material that qualifies under the appropriate standards. The  
19 Designating Party must designate for protection only those parts of material, documents, items, or  
20 oral or written communications that qualify – so that other portions of the material, documents,  
21 items, or communications for which protection is not warranted are not swept unjustifiably within  
22 the ambit of this Order.

23 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
24 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
25 unnecessarily encumber or retard the case development process or to impose unnecessary  
26 expenses and burdens on other parties) expose the Designating Party to sanctions.

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1 If it comes to a Designating Party's attention that information or items that it designated  
2 for protection do not qualify for protection, that Designating Party must promptly notify all other  
3 Parties that it is withdrawing the mistaken designation.

4 5.2. Manner and Timing of Designations. Except as otherwise provided in this Order  
5 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
6 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
7 designated before the material is disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) For information in documentary form (e.g., paper or electronic documents, but  
10 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
11 affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
12 ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" to each page that contains protected  
13 material. If only a portion or portions of the material on a page qualifies for protection, the  
14 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
15 markings in the margins) and must specify, for each portion, the level of protection being asserted.

16 A Party or Non-Party that makes original documents or materials available for inspection  
17 need not designate them for protection until after the inspecting Party has indicated which material  
18 it would like copied and produced. During the inspection and before the designation, all the  
19 material made available for inspection shall be deemed "HIGHLY CONFIDENTIAL –  
20 ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents, it wants  
21 copied and produced, the Producing Party must determine which documents, or portions thereof,  
22 qualify for protection under this Order. Then, before producing the specified documents, the  
23 Producing Party must affix the appropriate legend ("CONFIDENTIAL" or "HIGHLY  
24 CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE  
25 CODE) to each page that contains Protected Material. If only a portion or portions of the material  
26 on a page qualifies for protection, the Producing Party also must clearly identify the protected  
27 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each  
28 portion, the level of protection being asserted.

(b) For testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony and specify the level of protection being asserted. When it is impractical to identify separately each portion of testimony that is entitled to protection and it appears that substantial portions of the testimony may qualify for protection, the Designating Party may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right to have up to 21 days to identify the specific portions of the testimony as to which protection is sought and to specify the level of protection being asserted. Only those portions of the testimony that are appropriately designated for protection within the 21 days shall be covered by the provisions of this Stipulated Protective Order. Alternatively, a Designating Party may specify, at the deposition or up to 21 days afterwards if that period is properly invoked, that the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

Parties shall give the other parties notice if they reasonably expect a deposition, hearing or other proceeding to include Protected Material so that the other parties can ensure that only authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

Transcripts containing Protected Material shall have an obvious legend on the title page that the transcript contains Protected Material, and the title page shall be followed by a list of all pages (including line numbers as appropriate) that have been designated as Protected Material and the level of protection being asserted by the Designating Party. The Designating Party shall inform the court reporter of these requirements. Any transcript that is prepared before the expiration of a 21-day period for designation shall be treated during that period as if it had been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed. After the expiration of that period, the transcript shall be treated only as actually designated.

(c) For information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.” If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s) and specify the level of protection being asserted.

5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the

1 designated material, to reconsider the circumstances, and, if no change in designation is offered, to  
2 explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of  
3 the challenge process only if it has engaged in this meet and confer process first or establishes that  
4 the Designating Party is unwilling to participate in the meet and confer process in a timely  
5 manner.

6       6.3. Judicial Intervention. If the Parties cannot resolve a challenge without court  
7 intervention, the Designating Party shall file and serve a motion to retain confidentiality under  
8 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of  
9 the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer  
10 process will not resolve their dispute, whichever is earlier. Each such motion must be  
11 accompanied by a competent declaration affirming that the movant has complied with the meet  
12 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to  
13 make such a motion including the required declaration within 21 days (or 14 days, if applicable)  
14 shall automatically waive the confidentiality designation for each challenged designation. In  
15 addition, the Challenging Party may file a motion challenging a confidentiality designation at any  
16 time if there is good cause for doing so, including a challenge to the designation of a deposition  
17 transcript or any portions thereof. Any motion brought pursuant to this provision must be  
18 accompanied by a competent declaration affirming that the movant has complied with the meet  
19 and confer requirements imposed by the preceding paragraph.

20       The burden of persuasion in any such challenge proceeding shall be on the Designating  
21 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose  
22 unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
23 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to  
24 file a motion to retain confidentiality as described above, all parties shall continue to afford the  
25 material in question the level of protection to which it is entitled under the Producing Party's  
26 designation until the court rules on the challenge.



1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
3 produced by another Party or by a Non-Party in connection with this case only for prosecuting,  
4 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
5 the categories of persons and under the conditions described in this Order. When the litigation has  
6 been terminated, a Receiving Party must comply with the provisions of section 14 below (FINAL  
7 DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a location and in  
9 a secure manner that ensures that access is limited to the persons authorized under this Order.

10 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered  
11 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
12 information or item designated “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
15 information for this litigation and who have signed the “Acknowledgment and Agreement to Be  
16 Bound” that is attached hereto as Exhibit A;

17 (b) the officers, directors, and employees (including House Counsel) of the Receiving  
18 Party to whom disclosure is reasonably necessary for this litigation and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
21 reasonably necessary for this litigation and who have signed the “Acknowledgment and  
22 Agreement to Be Bound” (Exhibit A);

23 (d) the court and its personnel;

24 (e) court reporters and their staff, professional jury or trial consultants, mock jurors,  
25 and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who  
26 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27 (f) during their depositions, witnesses in the action to whom disclosure is reasonably  
28 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),

1 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed  
2 deposition testimony or exhibits to depositions that reveal Protected Material must be separately  
3 bound by the court reporter and may not be disclosed to anyone except as permitted under this  
4 Stipulated Protective Order.

5 (g) the author or recipient of a document containing the information or a custodian or  
6 other person who otherwise possessed or knew the information.

7 7.3. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and  
8 “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items. Unless otherwise ordered  
9 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
10 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or  
11 “HIGHLY CONFIDENTIAL – SOURCE CODE” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
13 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
14 information for this litigation and who have signed the “Acknowledgment and Agreement to Be  
15 Bound” that is attached hereto as Exhibit A;

16 (b) Designated House Counsel of the Receiving Party (1) who has no involvement in  
17 competitive decision-making, (2) to whom disclosure is reasonably necessary for this litigation,  
18 (3) who has signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (4) as to  
19 whom the procedures set forth in paragraph 7.4(a)(1), below, have been followed;

20 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for  
21 this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
22 A), and (3) as to whom the procedures set forth in paragraph 7.3(a)(2), below, have been followed;

23 (d) the court and its personnel;

24 (e) court reporters and their staff, professional jury or trial consultants, and  
25 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have  
26 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

27 (f) the author or recipient of a document containing the information or a custodian or  
28 other person who otherwise possessed or knew the information.

1           7.4.   Procedures for Approving or Objecting to Disclosure of “HIGHLY  
 2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE  
 3 CODE” Information or Items to Designated House Counsel or Experts.

4           (a)(1) Unless otherwise ordered by the court or agreed to in writing by the Designating  
 5 Party, a Party that seeks to disclose to Designated House Counsel any information or item that has  
 6 been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to  
 7 paragraph 7.3(b) first must make a written request to the Designating Party that (1) sets forth the  
 8 full name of the Designated House Counsel and the city and state of his or her residence, and (2)  
 9 describes the Designated House Counsel’s current and reasonably foreseeable future primary job  
 10 duties and responsibilities in sufficient detail to determine if House Counsel is involved, or may  
 11 become involved, in any competitive decision-making.

12           (a)(2) Unless otherwise ordered by the court or agreed to in writing by the Designating  
 13 Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item  
 14 that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or  
 15 “HIGHLY CONFIDENTIAL – SOURCE CODE” first must make a written request to the  
 16 Designating Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL –  
 17 ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information  
 18 that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of  
 19 the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert’s  
 20 current resume, (4) identifies the Expert’s current employer(s), (5) identifies each person or entity  
 21 from whom the Expert has received compensation or funding for work in his or her areas of  
 22 expertise or to whom the expert has provided professional services, including in connection with a  
 23 litigation, at any time during the preceding five years, and (6) identifies (by name and number of  
 24 the case, filing date, and location of court) any litigation in connection with which the Expert has  
 25 offered expert testimony, including through a declaration, report, or testimony at a deposition or  
 26 trial, during the preceding five years.

27           (b)    A Party that makes a request and provides the information specified in the  
 28 preceding respective paragraphs may disclose the subject Protected Material to the identified

1 Designated House Counsel or Expert unless, within 14 days of delivering the request, the Party  
2 receives a written objection from the Designating Party. Any such objection must set forth in  
3 detail the grounds on which it is based.

4 (c) A Party that receives a timely written objection must meet and confer with the  
5 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by  
6 agreement within seven days of the written objection. If no agreement is reached, the Party  
7 seeking to make the disclosure to Designated House Counsel or the Expert may file a motion as  
8 provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable)  
9 seeking permission from the court to do so. Any such motion must describe the circumstances  
10 with specificity, set forth in detail the reasons why the disclosure to Designated House Counsel or  
11 the Expert is reasonably necessary, assess the risk of harm that the disclosure would entail, and  
12 suggest any additional means that could be used to reduce that risk. In addition, any such motion  
13 must be accompanied by a competent declaration describing the parties' efforts to resolve the  
14 matter by agreement (i.e., the extent and the content of the meet and confer discussions) and  
15 setting forth the reasons advanced by the Designating Party for its refusal to approve the  
16 disclosure.

17 In any such proceeding, the Party opposing disclosure to Designated House Counsel or the  
18 Expert shall bear the burden of proving that the risk of harm that the disclosure would entail  
19 (under the safeguards proposed) outweighs the Receiving Party's need to disclose the Protected  
20 Material to its Designated House Counsel or Expert.

21 **8. SOURCE CODE**

22 (a) To the extent production of source code becomes necessary in this case, a  
23 Producing Party may designate source code as "HIGHLY CONFIDENTIAL - SOURCE CODE"  
24 if it comprises or includes confidential, proprietary or trade secret source code.

25 (b) Protected Material designated as "HIGHLY CONFIDENTIAL – SOURCE CODE"  
26 shall be subject to all of the protections afforded to "HIGHLY CONFIDENTIAL –  
27 ATTORNEYS' EYES ONLY" information, and may be disclosed only to the individuals to whom  
28

1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information may be disclosed,  
2 with the exception of Designated House Counsel.

3 (c) Any source code produced in discovery shall be made available for inspection, in a  
4 format allowing it to be reasonably reviewed and searched, during normal business hours or at  
5 other mutually agreeable times, at an office of the Producing Party’s counsel or another mutually  
6 agreed upon location. The source code shall be made available for inspection on a secured  
7 computer in a secured room without Internet access or network access to other computers, and the  
8 Receiving Party shall not copy, remove, or otherwise transfer any portion of the source code onto  
9 any recordable media or recordable device. The Producing Party may visually monitor the  
10 activities of the Receiving Party’s representatives during any source code review, but only to  
11 ensure that there is no unauthorized recording, copying, or transmission of the source code.

12 (d) The Receiving Party may request paper copies of limited portions of source code  
13 that are reasonably necessary for the preparation of court filings, pleadings, expert reports, or other  
14 papers, or for deposition or trial, but shall not request paper copies for the purposes of reviewing  
15 the source code other than electronically as set forth in paragraph (c) in the first instance. The  
16 Producing Party shall provide all such source code in paper form including bates numbers and the  
17 label “HIGHLY CONFIDENTIAL - SOURCE CODE.” The Producing Party may challenge the  
18 amount of source code requested in hard copy form pursuant to the dispute resolution procedure  
19 and timeframes set forth in Paragraph 6 whereby the Producing Party is the “Challenging Party”  
20 and the Receiving Party is the “Designating Party” for purposes of dispute resolution.

21 (e) The Receiving Party shall maintain a record of any individual who has inspected  
22 any portion of the source code in electronic or paper form. The Receiving Party shall maintain all  
23 paper copies of any printed portions of the source code in a secured, locked area. The Receiving  
24 Party shall not create any electronic or other images of the paper copies and shall not convert any  
25 of the information contained in the paper copies into any electronic format. The Receiving Party  
26 shall only make additional paper copies if such additional copies are (1) necessary to prepare court  
27 filings, pleadings, or other papers (including a testifying expert’s expert report), (2) necessary for  
28 deposition, or (3) otherwise necessary for the preparation of its case. Any paper copies used during

1 a deposition shall be retrieved by the Producing Party at the end of each day and must not be given  
2 to or left with a court reporter or any other unauthorized individual.

3 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
4 **OTHER LITIGATION**

5 If a Party is served with a subpoena or a court order issued in other litigation that compels  
6 disclosure of any information or items designated in this action as “CONFIDENTIAL,” “HIGHLY  
7 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE  
8 CODE that Party must:

9 (a) promptly notify in writing the Designating Party. Such notification shall include a  
10 copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order to issue in  
12 the other litigation that some or all of the material covered by the subpoena or order is subject to  
13 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order;  
14 and

15 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
16 Designating Party whose Protected Material may be affected.

17 If the Designating Party timely seeks a protective order, the Party served with the subpoena  
18 or court order shall not produce any information designated in this action as “CONFIDENTIAL”  
19 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY  
20 CONFIDENTIAL – SOURCE CODE before a determination by the court from which the  
21 subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The  
22 Designating Party shall bear the burden and expense of seeking protection in that court of its  
23 confidential material – and nothing in these provisions should be construed as authorizing or  
24 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

25 **10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**  
26 **THIS LITIGATION**

27 (a) The terms of this Order are applicable to information produced by a Non-Party in  
28 this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –

1 ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE. Such  
 2 information produced by Non-Parties in connection with this litigation is protected by the  
 3 remedies and relief provided by this Order. Nothing in these provisions should be construed as  
 4 prohibiting a Non-Party from seeking additional protections.

5 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-  
 6 Party's confidential information in its possession, and the Party is subject to an agreement with the  
 7 Non-Party not to produce the Non-Party's confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-Party that  
 9 some or all of the information requested is subject to a confidentiality agreement with a Non-  
 10 Party;

11 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
 12 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of  
 13 the information requested; and

14 (3) make the information requested available for inspection by the Non-Party.

15 (c) If the Non-Party fails to object or seek a protective order from this court within  
 16 14 days of receiving the notice and accompanying information, the Receiving Party may produce  
 17 the Non-Party's confidential information responsive to the discovery request. If the Non-Party  
 18 timely seeks a protective order, the Receiving Party shall not produce any information in its  
 19 possession or control that is subject to the confidentiality agreement with the Non-Party before a  
 20 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the  
 21 burden and expense of seeking protection in this court of its Protected Material.

## 22 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
 24 Material to any person or in any circumstance not authorized under this Stipulated Protective  
 25 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the  
 26 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected  
 27 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the  
 28



terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

**12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

**13. MISCELLANEOUS**

13.1. Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

13.2. Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

13.3. Export Control. Disclosure of Protected Material shall be subject to all applicable laws and regulations relating to the export of technical data contained in such Protected Material, including the release of such technical data to foreign persons or nationals in the United States or elsewhere. The Producing Party shall be responsible for identifying any such controlled technical data, and the Receiving Party shall take measures necessary to ensure compliance.

13.4. Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in



1 the public record in this action any Protected Material. A Party that seeks to file under seal any  
2 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
3 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at  
4 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request  
5 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or  
6 otherwise entitled to protection under the law. If a Receiving Party's request to file Protected  
7 Material under seal pursuant to Civil Local Rule 79-5 is denied by the court, then the Receiving  
8 Party may file the information in the public record pursuant to Civil Local Rule 79-5 unless  
9 otherwise instructed by the court.

10 **14. FINAL DISPOSITION**

11 Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
12 Receiving Party must return all Protected Material to the Producing Party or destroy such material.  
13 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
14 summaries, and any other format reproducing or capturing any of the Protected Material. Whether  
15 the Protected Material is returned or destroyed, the Receiving Party must submit a written  
16 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)  
17 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected  
18 Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained  
19 any copies, abstracts, compilations, summaries or any other format reproducing or capturing any  
20 of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival  
21 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
22 correspondence, deposition and trial exhibits, expert reports, attorney work product, and  
23 consultant and expert work product, even if such materials contain Protected Material. Any such  
24 archival copies that contain or constitute Protected Material remain subject to this Protective Order  
25 as set forth in Section 4 (DURATION).

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 Dated: 11/6/2024

/s/ Michael Martinovsky  
MICHAEL MARTINOVSKY

3  
4 Attorney for Plaintiffs  
EUGENIU TURUTA and RADU TURUTA

5  
6 Dated: 11/6/2024

/s/ Neil A.F. Popović  
NEIL A.F. POPOVIC  
JULIA C. ANDERSON

7  
8 Attorneys for Defendant  
CLOUDFLARE, INC.

9  
10 Filer's attestation: By his signature above, Neil A.F. Popović attests that Michael  
11 Martinovsky concurs in the filing of this document.  
12

13 PURSUANT TO STIPULATION, IT IS SO ORDERED.

14 Dated: \_\_\_\_\_

\_\_\_\_\_  
United States District/Magistrate Judge

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of \_\_\_\_\_ [insert formal name of the case and the number and initials assigned to it by the court]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_